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FOREST DEPARTMENT.

SAGAR FOREST DIVISION.

SALE OF TIMBER.

Notification, dated 2nd April 1924.

The undermentioned quantities of timber as well as timber of the defaulting purchasers will be sold by public auction under the following conditions at the following depot by the District Forest Officer, on the date noted against the Depot :—

No.	Name of Depot	Teak	Nandi	Beete	Honne	Mahi	Other kinds	Date of sale	Remarks
1	Chordi ..	5,000	3,500	..	3,000	6,000	10,009	23rd April 1924.	More or less

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case are subject to the confirmatian of the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Sectien 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming it will be open to District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days afte the date of sale or within 15 days after the date of the notice of confirmation of the sale whichever is later. In case of purchases above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the 15th May 1924. The monies shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other monies already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the Depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7, *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may after ten days notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the puchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

P. KRISHNASWAMI RAO,
District Forest Officer.

KADUR FOREST DIVISION.

Notification dated 4th April 1924.

It is hereby informed for general information that the exclusive right of collecting the Minor Forest Produce on all Government unoccupied lands, Amrut Mahal kavals, State Forests, reserved lands and plantations for two years from 1st July 1924 to 30th June 1926, will be sold talukwar by public auction by the District Forest Officer, Kadur, on the date and at the place specified below :—

Name of taluk	Place of sale	Date of sale	Remarks
1. Mudgere ... 2. Koppa ... 3. Chikmagalur. 4. Kadur ...	Chikmagalur Sandal Koti	26th May 1924.	Excludes the produce of inam, jodi, kayamgutta, sarvamanya, Kandayam and other lands, which are in the occupancy of private individuals as well as village "Amarayi" which is sold separately by the Amildar in the Revenue Department. Village amarayi consists of the following ten kinds of produce found in the assessed waste, gomal, kharab lands, gavtana and other lands set apart for communal purposes:— 1. Hunse. 2. Mavu. 3. Seege 4. Cocoanut. 5. Hippe. 6. Neralu. 7. Halasu. 8. Jali. 9. Honge seeds and leaves. 10. Byala.

N.B.—The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

Description of produce.

Tamarind fruit	Kan pepper	Maddi
Seege kayi	Kan cardamom	Chilldabija
Gum	Nissam buds	Guggala
Honey	Halmaddi	Custard apple
Bees-wax	Hulgal seeds	Neem seeds
Kapilarang	Cinnamon seeds	Cashewnut
Gerubija or marking nut	Vetehulli	Pappilichakke
Wood apple	Bende fibre	Hippeseeds
Lichens	Wild Olive	Mango fruits
Maradipoppu or charpoppu	Silk cotton	Kalluhuvu
Horns	Kirichal (State Forest)	Maklieberu (State Forest).
Hides	Pith	Sogadeberu do
Karikayi	Linseed	Kakkekayi
Kanchagache	Bolar bark	Somechekke
Gallnut	Pot stone	Lebi fruit
Antavaladakai	Rampatra or kanpetre	Inglara
Gurichalu	Jungle safforn	Nili seeds
Wild castor seeds	Patanga	Nux-vomica

2. The auction will commence at 2 P.M. and if it is not concluded on the same day, it will be continued on the next following day at the same hour.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he-(i) produces a certificate from the Amildar of the taluk in which he resides in regard to his solvency and its extent or an exchange certificate as provided in clause 5 and (ii) deposits also with the officer holding the sale a sum of Rs. 200 which must be in the form of cash or currency notes.

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale, and get in exchange, if he so desires, a certificate signed by the latter which will be a sufficient authority for him to bid at auction sale in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale, in case the party named therein happens to be the highest bidder obtaining in lieu thereof, if he wishes a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchase made in the sales of other divisions as well as in the one, in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder subject to the confirmation of the Conservator of Forests or the District Forest Officer, as the case may be, who, at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

7. The successful bidders shall immediately after the close of the sale, credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with the local, railway and other cesses, on the entire lease amount at the rates prevailing in the district. In default, the deposit will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government right, but will have no claim to any surplus accruing therefrom. Such losses will be recoverable as an arrear of land revenue.

8. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value, procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation or any other law in force for the time being.

N.B.—The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

Note.—A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance of three-fourths sale amount will be paid in three equal instalments as follows:—

Firs tkhist on or before	1st November 1924.
Second do	1st March 1925.
Third do	1st July 1925.

In default to pay the instalments on the due dates, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Regulation or any other law in force for the time being.

Further conditions to be entered in the agreement are :—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

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(c) The lessee shall work out the lease himself and not transfer or sublet it to others, without the previous sanction of the Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sublet it without previous sanction.

(d) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(e) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permits, the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and the officers of the Reveune and the Police Departments, of and above the rank of an Amildar or Police Inspector, respectively.

(f) The lessee or sub-lessee, shall render every month to the District Forest Officer, an account of the number of cart loads of the produce collected and carted during the month.

(g) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

N.B.—Forest Forms 84 and 85 shall be used.

(h) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation, irrespective of any action that may be taken under the contract.

(i) The lessee or sub-lessee shall remove, out of the limits of the taluk before the 30th June 1926 all the produce collected and sorted under the terms of the lease.

(j) Neither the lessee nor sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(k) No collection of the minor forest produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(l) The lessee or sub-lessee shall not interfere with the recognised right of inamdars.

(m) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the village amarai as detailed in para 1 above.

(n) No damage will be caused to the trees while collecting the minor forest produce; any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(o) The lessee or sub-lessee shall hold responsible himself for the acts of his agents or servants in the business of collection and transport.

11. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part, or both these penalties will be enforced at the discretion of the District Forest Officer or the Conservator of Forests as the case may be. In the case of mere forfeiture of the deposit amount, in part, or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

B. NARASIMHAIENGAR,
District Forest Officer.